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of animals, with its sight and smell—rendered a man incompetent to serve as a petit juror in the trial of a capital case. The Supreme Court of Alabama holds that, while the contentions may be true, they do not judicially know it, since the mere fact that a man is experienced and expert in taking the blood and lives of the lower animals in the due course of trade does not necessarily make him inclined or likely to take the life or blood of a fellow man.

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**Two and Two-Fifths Inches of Ground Is Material.**—The case of *In re Clement*, 124 New York Supplement, 1039, is a proceeding to revoke a liquor license issued to Barbara Haas, because of a false statement made in obtaining it. There is a law providing that, before the issuance of such certificate, the applicant must secure the consent in writing of at least two-thirds of the owners of the total number of buildings occupied as dwellings the nearest entrances to which are within 200 feet, measured in straight lines to the nearest entrance of the premises on which traffic in liquors is to be carried on. There were eleven buildings within the distance of 200 feet from the place where the liquor traffic was conducted, one of which lacked only two and two-fifths inches of being 200 feet away, and was not included in the applicant's statement. The Supreme Court of New York holds that the omission was material, and that the license should be revoked. The Judge said: "In reaching the conclusion, I am not unmindful of the maxim, 'The law cares not for small things,' but a failure on the part of the court to grant this petition and revoke the license would make the administration of the excise law ridiculous, as well as the violation of the same easy and safe. It would encourage a still greater disrespect for the excise law, if that is possible, and such disrespect would be aided and sanctioned by the court. \* \* \* In order to procure this revocation, it must be done upon legal grounds, and apparently none seemed open to the commissioner other than the question of distance. While, on its face, this application, by reason of the fact that but two and two-fifths inches is the foundation upon which this proceeding is presented to the court, might be deemed frivolous and officious, under all the facts and circumstances there seems to be no reason why the court should strain after sustaining this license, but every reason appears why the same should be revoked."

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**Action for Failure to Ship a Corpse.**—An extraordinary case is found reported in 130 Southwestern, 1035, entitled *Pacific Express Co. v. Gathright*. It is shown that appellee's husband died in El Paso, Tex., on December 7, 1907, at a hotel, and the control of the corpse was turned over to a firm of undertakers by the hotel authorities. One of the undertakers had information that the wife of deceased resided in Ft. Worth, and acting thereon, he advised the express

agent of appellant of the death and the amount of undertakers' charges, and asked him to have the agent at Ft. Worth arrange with the wife for the shipment of the corpse. The agent at Ft. Worth, upon receiving the message (which mentioned no undertakers' charges), telegraphed back, "Forward corpse collect, charges guaranteed." The agent at El Paso, after receiving this reply, notified the undertakers, who still held the body, that it was a guaranty of express charges only. The undertakers thereupon refused to deliver the corpse or ship the same until their charges were satisfied or arranged for. Appellee did not know that the body was not shipped till the 9th of the month, when she went to El Paso, paid the undertakers' charges, and buried her husband there. She then instituted this action against the express company to recover damages for failing to promptly ship the body. The Court of Civil Appeals of Texas holds that to effectuate a contract of shipment the wife should have first satisfied the undertakers' charges, and it is not the legal duty of the carrier, in anticipation of the shipment, to itself either pay or guarantee them for the shipper. The undertakers were necessary parties to any agreement to ship on her guaranty of their charges, and any agreement she made with appellant in anticipation of the shipment, to send C. O. D. the undertakers' charges, was conditional upon the consent of the undertakers to deliver the corpse for shipment upon appellee's guaranty of pay at destination. There was, then no contract, and damages were not allowed.